

BRILL & MEISEL  
ATTORNEYS AT LAW

ALLEN H. BRILL  
ELLIOTT MEISEL  
MARK N. AXINN  
CHRISTOPHER B. ALDRIDGE

ROBYN E. GOLDSTEIN  
ASHLEY E. NORMAND

ROSALIND S. FINK  
COUNSEL

845 THIRD AVENUE • NEW YORK, N.Y. 10022

(212) 753-5599  
FAX (212) 486-6587  
www.BrillMeiselLaw.com

May 16, 2007

Via Federal Express

George J. Vogrin  
Querrey & Harrow  
120 Broadway, Suite 955  
New York, New York 10271

358 Broadway LLC -w- Deva Ginsberg and Ashley Granata

Dear George:

Per our telephone discussion Monday, enclosed please find two Thirty-Day Notices terminating your above-referenced clients' month-to-month tenancies as of June 30, 2007. Please acknowledge receipt thereof on behalf of Deva Ginsberg and Ashley Granata by signing and returning two copies of this letter in the enclosed envelope.

Also enclosed are draft Stipulations which provide that your clients nevertheless may remain in possession through July 31, 2007 without any obligation to pay for their use and occupancy for the months of June and July 2007. Additionally, the Stipulations provide for the stay of execution of any Warrant of Eviction until August 1, 2007 and the payment of \$750 to each of your clients within five (5) days of their vacature from the premises.

Thank you for your courtesies herein.

Very truly yours,

  
Mark N. Axinn

MNA/ab  
Enclosures  
cc: 358 Broadway LLC

SERVICE OF THIRTY-DAY NOTICES  
TO TENANTS DATED MAY 15, 2007  
IS HEREBY ACKNOWLEDGED:

QUERREY & HARROW

George J. Vogrin, Esq.  
Attorneys for Deva Ginsberg and Ashley Granata  
358 Broadway, Suite 3A  
New York, New York 10013

**2 ATTORNEYS  
FJ - LANDLORD  
POSSESSION ONLY  
WARRANT STAYED  
UNTIL 8-1-07**

**CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART**

358 BROADWAY LLC,

Petitioner-Landlord,

-against-

DEVA GINSBERG,

Respondent-Tenant,

-and-

"JANE DOE",

Respondent- Undertenant.:

Premises: Apartment 3A  
358 Broadway  
New York, NY 10013

Index No. L&T \_\_\_\_\_/07

**STIPULATION**

IT IS HEREBY STIPULATED AND AGREED, by and among the attorneys for the parties herein, as follows:

1. Respondent Ginsberg consents to the jurisdiction of this Court and the regularity of this proceeding and appears in this proceeding by the attorneys named below. Respondent further acknowledges and concedes that any month-to-month or other tenancy which she may have had has been terminated and is no longer of any force or effect. Accordingly, Respondent acknowledges that her occupancy of the Premises (as

hereinafter defined) is solely as a "hold-over" tenant at the sufferance of Petitioner, in accordance with the terms and conditions hereof. The Premises are the same premises as described in the Petition.

2. Respondent consents to a final judgment of possession in favor of Petitioner with the issuance of a warrant of eviction forthwith which shall remain in full force and effect, but execution thereon shall be stayed in conformity with the terms hereof.

3. The stay of execution of the Warrant of Eviction shall remain in effect through July 31, 2007 ("Vacate Date"), provided Respondent complies with all of the terms of this Stipulation.

4. In connection with her continued use and occupancy of the Premises through the Vacate Date, Respondent will not be obligated to pay to Landlord any rent or other fee provided she surrenders possession of the Premises to Petitioner in vacant broom-clean condition or before the Vacate Date and returns all keys to the Premises to Landlord or its agent.

5. Respondent represents that she and Ashley Granata are the sole occupants or tenants in the Premises and agrees not to sublet or permit any other person or entity to occupy same through the Vacate Date.

6. In the event Respondent fails to surrender the Premises to Landlord on or before the Vacate Date, then she agrees to promptly pay to Landlord the sum of \$2,150 for the months of June and July use and occupancy and the sum of \$100 per day for each

and every day after the Vacate Date in which she remains in possession of the Premises or any portion thereof.

7. In the event Respondent adheres to all of the terms of this Stipulation and vacates from the Premises on or before the Vacate Date, then her security deposit of \$1,075 plus the sum of \$750 shall be paid to Respondent within five (5) days thereafter by delivery of a check payable to Respondent to her attorney named herein. In addition to the foregoing, in the event Respondent (1) notifies Petitioner in writing and Petitioner's attorney by email or writing of her intention to vacate by June 30, 2007 ("Early Vacate Date") not later than June 10, 2007 and (2) actually vacates from the Unit and surrenders possession thereof to Landlord in vacant, broom clean condition by the Early Vacate Date, then Petitioner shall pay her the sum of \$2,075 in addition to any amounts set forth herein.

8. This Stipulation embodies and constitutes the entire understanding between the parties with respect to the subject matter hereof and all prior agreements, representations and statements, oral or written, relating to the subject matter hereof are merged into this Stipulation.

9. This Stipulation may be so ordered by a Housing Court Judge, Judicial Hearing Officer or any Judge of the Civil Court.

10. This Stipulation may not be further amended, modified or extended except by a written instrument to be signed by the party against whom charged.

Dated: New York, New York  
May , 2007

BRILL & MEISEL  
Attorneys for Petitioner

By: \_\_\_\_\_  
Mark N. Axinn  
845 Third Avenue  
New York, New York 10022  
(212) 753-5599  
markaxinn@hotmail.com

QUERREY & HARROW  
Attorneys for Respondent

By: \_\_\_\_\_  
George Vogrin  
120 Broadway  
New York, New York 10271  
(212) 233-0130  
gvogrin@querrey.com

**SO ORDERED:**

By: \_\_\_\_\_

G:\3588WAY\Stipulation-Ginsberg.mna.wpd

**2 ATTORNEYS  
FJ - LANDLORD  
POSSESSION ONLY  
WARRANT STAYED  
UNTIL 8-1-07**

CIVIL COURT OF THE CITY OF NEW YORK  
COUNTY OF NEW YORK: HOUSING PART

-----X  
358 BROADWAY LLC,

Petitioner-Landlord,

-against-

ASHLEY GRANATA,

Respondent-Tenant,

-and-

"JANE DOE",

Respondent- Undertenant.

Premises: Apartment 3A  
358 Broadway  
New York, NY 10013  
-----X

Index No. L&T \_\_\_\_\_/07

**STIPULATION**

IT IS HEREBY STIPULATED AND AGREED, by and among the attorneys for the parties herein, as follows:

1. Respondent Granata consents to the jurisdiction of this Court and the regularity of this proceeding and appears in this proceeding by the attorneys named below. Respondent further acknowledges and concedes that any month-to-month or other tenancy which she may have had has been terminated and is no longer of any force or effect. Accordingly, Respondent acknowledges that her occupancy of the Premises (as

hereinafter defined) is solely as a "hold-over" tenant at the sufferance of Petitioner, in accordance with the terms and conditions hereof. The Premises are the same premises as described in the Petition.

2. Respondent consents to a final judgment of possession in favor of Petitioner with the issuance of a warrant of eviction forthwith which shall remain in full force and effect, but execution thereon shall be stayed in conformity with the terms hereof.

3. The stay of execution of the Warrant of Eviction shall remain in effect through July 31, 2007 ("Vacate Date"), provided Respondent complies with all of the terms of this Stipulation.

4. In connection with her continued use and occupancy of the Premises through the Vacate Date, Respondent will not be obligated to pay to Landlord any rent or other fee provided she surrenders possession of the Premises to Petitioner in vacant broom-clean condition or before the Vacate Date and returns all keys to the Premises to Landlord or its agent.

5. Respondent represents that she and Deva Ginsberg are the sole occupants or tenants in the Premises and agrees not to sublet or permit any other person or entity to occupy same through the Vacate Date.

6. In the event Respondent fails to surrender the Premises to Landlord on or before the Vacate Date, then she agrees to promptly pay to Landlord the sum of \$2,150

for the months of June and July use and occupancy and the sum of \$100 per day for each and every day after the Vacate Date in which she remains in possession of the Premises or any portion thereof.

7. In the event Respondent adheres to all of the terms of this Stipulation and vacates from the Premises on or before the Vacate Date, then her security deposit of \$2,050 plus the sum of \$750 shall be paid to Respondent within five (5) days thereafter by delivery of a check payable to Respondent to her attorney named herein. In addition to the foregoing, in the event Respondent (1) notifies Petitioner in writing and Petitioner's attorney by email or writing of her intention to vacate by June 30, 2007 ("Early Vacate Date") not later than June 10, 2007 and (2) actually vacates from the Unit and surrenders possession thereof to Landlord in vacant, broom clean condition by the Early Vacate Date, then Petitioner shall pay her the sum of \$2,075 in addition to any amounts set forth herein.

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9. This Stipulation may be so ordered by a Housing Court Judge, Judicial Hearing Officer or any Judge of the Civil Court.



10. This Stipulation may not be further amended, modified or extended except by a written instrument to be signed by the party against whom charged.

Dated: New York, New York  
May , 2007

BRILL & MEISEL  
Attorneys for Petitioner

By: \_\_\_\_\_  
Mark N. Axinn  
845 Third Avenue  
New York, New York 10022  
(212) 753-5599  
markaxinn@hotmail.com

QUERREY & HARROW  
Attorneys for Respondent

By: \_\_\_\_\_  
George Vogrin  
120 Broadway  
New York, New York 10271  
(212) 233-0130  
gvogrin@querrey.com

**SO ORDERED:**

By: \_\_\_\_\_



May 15, 2007

**Re: Premises:**

All rooms third floor side Apt. No. 3A  
at 358 Broadway, New York, New York 10013  
used for ☐ Business ☒ Dwelling purposes.

TO:

<p>Tenant</p> <p>Deva Ginsberg</p> <p>358 Broadway, Apartment 3A</p> <p>New York, New York</p>	<p>and,</p>	<p>Undertenant*</p> <p>Jane Doe</p> <p>358 Broadway, Apartment 3A</p> <p>New York, New York 10013</p>
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*First name of Tenant and/or Undertenant being fictitious and unknown to petitioner, person intended being in possession of the premises herein described*

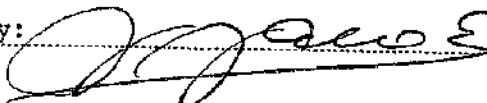
or assigns, and every person in possession of the premises.

You are hereby notified that the Landlord elects to terminate your tenancy of the above described premises now held by you under monthly hiring. Unless you remove from the said premises on June 30, 2007

, the day on which your term expires, the Landlord will commence summary proceedings under the Statute to remove you from said premises for the holding over after the expiration of your term and will demand the value of your use and occupancy of the premises during such holding over.

Dated: New York, New York  
May 15, 2007

358 BROADWAY LLC Landlord

By:  Agent

7 Penn Plaza, Suite 222 Address  
New York, New York 10001

\* Use window envelope if mailed to tenant.  
Use ordinary envelope if mailed to undertenant.



BRILL & MEISEL, ESQS.

ATTN:

COURT COUNTY

358 BROADWAY LLC.

ASHLEY GRANATA  
JANE DOE

STATE OF NEW YORK, COUNTY OF  
HARRY TORRES being duly sworn, d  
to this proceeding, is over 18 years of  
The property sought to be recovered is  
358 BROADWAY, APT.3A  
NEW YORK, NY 10013

On the 31st day of May, 2007 at 07:04 AM deponent served the within  
THIRTY DAY NOTICE

upon said respondent(s) to wit: ASHLEY GRANATA  
JANE DOE

after prior attempt was made on 05/30/2007 12:39 PM 05/31/2007 07:04 AM / /  
by affixing a true copy thereof for each respondent upon a conspicuous part, to wit: the  
entrance door to said property. On all occasions deponent was unable to gain admittance  
thereat or to find a person of suitable age and discretion willing to receive same.  
Sworn to before me this  
1st day of June, 2007tm

KENNETH WISSNER  
Notary Public, State of New York  
No.01WI4714130  
Qualified in NEW YORK COUNTY  
Commission Expires 03/30/2010

STATE OF NEW YORK, COUNTY OF NEW YORK

JOEL GOLUB being duly sworn, deposes and says that deponent is not a party  
to this action, is over 18 years of age and resides in the State of New York.

That on the 31st day of May, 2007 deponent mailed other true copies thereof  
for each respondent enclosed in a postpaid properly addressed wrapper to respondent(s)  
at the property sought to be recovered which is respondent's residence or corporate respondents  
principal place of business by certified mail and by prepaid regular first class mail, and

by depositing the same in a Post Office mail depository at Church Street Station under  
the exclusive care and custody of the United States Post Office Department within the  
State, that being the last-known address of the respondent(s) as to which the petitioner  
had written information or notice in writing.

Sworn to before me this  
1st day of June 2007tm

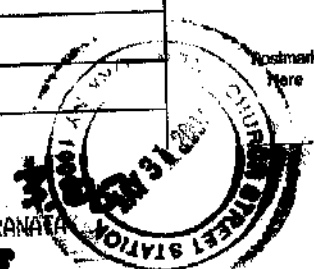
KENNETH WISSNER  
Notary Public, State of New York  
No.01WI4714130  
Qualified in NEW YORK COUNTY  
Commission Expires 03/30/2010

CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Pk	49 /BM
Sent To	ASHLEY GRANATA
Street, Apt. or PO Box	358 BROADWAY, APT.3A
City, State	NEW YORK, NY 10013
PS Form 3800, June 2002 See Reverse for Instructions	



10/2007

HARRY TORRES 0915257  
AETNA CENTRAL JUDICIAL SERVICES  
225 BROADWAY, SUITE 1802  
NEW YORK, NY, 10007  
Reference No: 5BM39623

JOEL GOLUB 701893  
AETNA CENTRAL JUDICIAL SERVICES  
225 BROADWAY, SUITE 1802  
NEW YORK, NY, 10007  
Reference No: 5BM39623

BRILL & MEISEL, ESQ

ATTN:

COURT COUNTY

358 BROADWAY LLC.

- against  
DEVA GINSBERG, JANE DOE

STATE OF NEW YORK, COUN  
HARRY TORRES being duly sw  
to this proceeding, is over 18 ye  
The property sought to be recover  
358 BROADWAY, APT.3A  
NEW YORK, NY 10013

On the 31st day of May, 2007 at 07:04 AM deponent served the within  
THIRTY DAY NOTICE

upon said respondent(s) to wit: DEVA GINSBERG, JANE DOE  
after prior attempt was made on 05/30/2007 12:39 PM 05/31/2007 07:04 AM / /  
by affixing a true copy thereof for each respondent upon a conspicuous part, to wit: the  
entrance door to said property. On all occasions deponent was unable to gain admittance  
thereat or to find a person of suitable age and discretion willing to receive same.  
Sworn to before me this  
1st day of June, 2007tm

KENNETH WISSNER  
Notary Public, State of New York  
No.01WI4714130  
Qualified in NEW YORK COUNTY  
Commission Expires 03/30/2010

STATE OF NEW YORK, COUNTY OF NEW YORK

JOEL GOLUB being duly sworn, deposes and says that deponent is not a party  
to this action, is over 18 years of age and resides in the State of New York.

That on the 31st day of May, 2007 deponent mailed other true copies thereof  
for each respondent enclosed in a postpaid properly addressed wrapper to respondent(s)  
at the property sought to be recovered which is respondent's residence or corporate respondents  
principal place of business by certified mail and by prepaid regular first class mail, and

by depositing the same in a Post Office mail depository at Church Street Station under  
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State, that being the last-known address of the respondent(s) as to which the petitioner  
had written information or notice in writing.

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KENNETH WISSNER  
Notary Public, State of New York  
No.01WI4714130  
Qualified in NEW YORK COUNTY  
Commission Expires 03/30/2010

For delivery information visit our website at www.usps.com

OFFICIAL

Postage \$  
Certified Fee  
Return Receipt Fee  
(Endorsement Required)  
Restricted Delivery Fee  
(Endorsement Required)

Tr 49 /EM  
Sei DEVA GINSBERG,  
Sm 358 BROADWAY, APT.3A  
or NEW YORK, NY 10013  
Ch

PS Form 3800, June 2002

See Reverse for Instructions



06/30/2007

HARRY TORRES 0915257  
AETNA CENTRAL JUDICIAL SERVICES  
225 BROADWAY, SUITE 1802  
NEW YORK, NY, 10007  
Reference No: 5BM39619

JOEL GOLUB 701893  
AETNA CENTRAL JUDICIAL SERVICES  
225 BROADWAY, SUITE 1802  
NEW YORK, NY, 10007  
Reference No: 5BM39619